



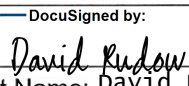
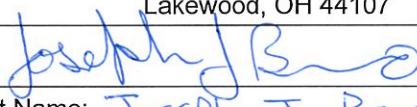
Solutions Agreement

This Lucity Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between Lucity, Inc., a Kansas Corporation with its principal place of business in Overland Park, KS ("**Lucity**") and the **City of Lakewood** ("**Customer**"), together with Lucity, the "**Parties**", and each, a "**Party**".

WHEREAS, Lucity licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and Lucity desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

| LUCITY, INC. | CITY OF LAKEWOOD |
|--|---|
| 1000 Business Center Dr. Lake Mary, FL 32746 | 12650 Detroit Avenue Lakewood, OH 44107 |
| By:  DocuSigned by: David Rudow | By:  |
| Print Name: David Rudow | Print Name: JOSEPH J. BENO |
| Print Title: SVP Finance | Print Title: DIRECTOR OF PUBLIC WORKS |
| Date Signed: 9/18/2019 | Date Signed: 8-23-2019 |

1. **LucitySolution: LucityAM**

2. **Term.**

- 2.1. **Initial Term.** The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").
- 2.2. **Renewal Term.** This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").
- 2.3. **Non-Renewal.** Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party six (6) months prior to the expiration of the current contract term.

3. **Fees.** In consideration of the rights and services granted by Lucity to Customer under this Agreement, Customer shall make payments to Lucity pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").

4. **Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

- 4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.
- 4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

- 4.3. **"Authorized User"** means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.
- 4.4. **"Baseline"** means the version of a Lucy Solution updated to the particular time in question through Lucy's warranty services and maintenance, but without any other modification whatsoever.
- 4.5. **"Component System"** means any one of the Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.
- 4.6. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 4.7. **"Custom Modification"** means a change that Lucy has made at Customer's request to any Component System in accordance with a Lucy-generated specification, but without any other changes whatsoever by any Person.
- 4.8. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
- 4.9. **"Defect"** means a material deviation between the Baseline Lucy Solution and its Documentation, for which Defect Customer has given Lucy enough information to enable Lucy to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under Lucy's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the Lucy-generated specification and documentation for such Custom Modification, and for which Defect Customer has given Lucy enough information to enable Lucy to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under Lucy's control.
- 4.10. **"Documentation"** means any manuals, instructions, or other documents or materials that Lucy provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 4.11. **"Enhancements"** means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 4.12. **"Harmful Code"** means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.
- 4.13. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 4.14. **"Maintenance"** means optimization, error correction, modifications, and updates to Lucy Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 ("**Support Standards**").
- 4.15. **"New Releases"** means new editions of a Baseline Component System or Custom Modification.
- 4.16. **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 4.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health

information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

- 4.18. **"Professional Services"** means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by Lucity.
- 4.19. **"Representatives"** means, with respect to a party, that party's employees, officers, directors, agents, subcontractors, and legal advisors.
- 4.20. **"Lucity Personnel"** means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of Lucity.
- 4.21. **"Lucity Solution(s)"** means the Component Systems, Documentation, Custom Modifications, development work, Lucity Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by Lucity or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 4.22. **"Lucity Systems"** means the information technology infrastructure used by or on behalf of Lucity to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Lucity or through the use of third-party services.
- 4.23. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.
- 4.24. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to Lucity.

5. License, Access & Services.

- 5.1. License Grant. Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, Lucity hereby grants to Customer a non-exclusive, non-sublicenseable, and non-transferable license to the current version of the Lucity Solution(s) outlined in Exhibit 1 at the time of this Agreement's execution.
- 5.2. Access and Scope of Use. Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, Lucity hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use. Lucity shall deliver to Customer the initial copies of the Lucity Solution(s) outlined in Exhibit 1 by (a) electronic delivery, by posting it on Lucity's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB-Lucity's shipping point, and electronic delivery is deemed effective at the time Lucity provides Customer with access to download the Solutions. The date of such delivery shall be referred to as the **"Delivery Date."**
- 5.3. Documentation License. Lucity hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 5.4. Service and System Control. Except as otherwise expressly provided in this Agreement:
 - 5.4.1. Lucity has and will retain sole control over the operation, provision, maintenance, and management of the Solutions; and
 - 5.4.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.

- 5.5. Limitations. Customer must provide Lucy with such facilities, equipment and support as are reasonably necessary for Lucy to perform its obligations under this Agreement, including, if required by Lucy, remote access to the Customer Systems. Lucy is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement.
- 5.6. Exceptions. Lucy has no obligation to provide Support Services relating to any Defect with the Solutions that, in whole or in part, arise out of or result from any of the following:
- 5.6.1. software, or media on which provided, that is modified or damaged by Customer or third party;
 - 5.6.2. any operation or use of, or other activity relating to, the Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;
 - 5.6.3. any negligence, abuse, misapplication, or misuse of the Lucy Solution other than by Lucy personnel, including any Customer use of the Lucy Solution other than as specified in the Documentation or expressly authorized in writing by Lucy;
 - 5.6.4. any Customer's failure to promptly install any New Releases that Lucy has previously made available to Customer;
 - 5.6.5. the operation of, or access to, Customer's or a third party's system, materials or network;
 - 5.6.6. any relocation of the Lucy Solution other than by Lucy personnel;
 - 5.6.7. any beta software, software that Lucy makes available for testing or demonstration purposes, temporary software modules, or software for which Lucy does not receive a fee;
 - 5.6.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).
- 5.7. Reservation of Rights. Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with Lucy and the respective rights holders.
- 5.8. Changes. Lucy reserves the right, in its sole discretion, to make any changes to the Support Services and Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of Lucy's services to its customers, the competitive strength of or market for Lucy's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a Lucy issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.
- 5.9. Subcontractors. Lucy may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "**Subcontractor**").
- 5.10. Security Measures. The Lucy Solution may contain technological measures designed to prevent unauthorized or illegal use of the Lucy Solution. Customer acknowledges and agrees that: (a) Lucy may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce Lucy's rights, including all Intellectual Property Rights, in and to the Lucy Solution; (b) Lucy may deny any individual access to and/or use of the Lucy Solution if Lucy, in its reasonable discretion, believes that person's use of the Lucy Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) Lucy may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions.

6. Use Restrictions. Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- 6.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- 6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
- 6.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
- 6.4. input, upload, transmit, or otherwise provide to or through the Lucy Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- 6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Lucy Systems, or Lucy's provision of services to any third party, in whole or in part;
- 6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 6.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable law;
- 6.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to Lucy's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section.

7. Customer Obligations.

- 7.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide Lucy Personnel with such access to Customer's premises and Customer Systems as is necessary for Lucy to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as Lucy may reasonably request to enable Lucy to exercise its rights and perform its obligations under and in connection with this Agreement.
- 7.2. Effect of Customer Failure or Delay. Lucy is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 7.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify Lucy of any such actual or threatened activity.

8. Professional Services.

- 8.1. Compliance with Customer Policies. While Lucy Personnel are performing services at Customer's site, Lucy will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to Lucy in writing or in advance. Customer shall promptly reimburse Lucy for any out-of-pocket costs incurred in complying with such procedures and policies.
- 8.2. Contributed Material. In the process of Lucy's performing Professional Services, Customer may, from time to time, provide Lucy with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to Lucy a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of

attribution, for Lucy, Lucy's Affiliates and Lucy's licensees to make, use, sell and create derivative works of the Contributed Material.

9. Confidentiality.

- 9.1. Confidential Information. "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations. Without limiting the foregoing, Confidential Information of Lucy includes the Solutions, all software provided with the Solutions, and algorithms, methods, techniques and processes revealed by the Source Code of the Solutions and any software provided with the Solutions. In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**").
- 9.2. Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was or is independently developed by the Receiving Party without reference or use of any Confidential Information.
- 9.3. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:
 - 9.3.1. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
 - 9.3.2. not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section; and (iii) are bound by written confidentiality or restricted use obligations at least as protective of the Confidential Information as the terms in this Section;
 - 9.3.3. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care;
 - 9.3.4. ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section.
- 9.4. Compelled Disclosures. If the either Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by law, that Party shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights under this section; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.
- 9.5. Trade Secrets. Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

10. Security.

- 10.1. Lucy will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. Lucy will review and test such safeguards on no less than an annual basis.

10.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

10.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of Lucy in the Solutions and Documentation, and disclaim any liability or responsibility of Lucy with respect to such Authorized Users.

11. Personal Data. If Lucy processes or otherwise has access to any personal data or personal information on Customer's behalf when performing Lucy's obligations under this Agreement, then:

11.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Lucy shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);

11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Lucy so that Lucy may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include Lucy processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for Lucy to provide the Solutions and perform its other obligations under this Agreement; and

11.3. Lucy shall process personal data and information only in accordance with lawful and reasonable instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and

11.4. each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

12. Representations and Warranties.

12.1. Software Warranty. Lucy warrants to Customer that for a period of twelve (12) months from the Execution Date, the Solutions (as delivered to Customer by Lucy and when properly used for the purpose and in the manner specifically authorized by this Agreement), will perform as described in the Documentation in all material respects, including being free from any viruses or Harmful Code.

12.2. Professional Services Representation and Warranty. Lucy represents, warrants, and covenants to Customer that during the Term, Lucy will perform Professional Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Professional Services were performed in violation of this warranty, it will notify Lucy within twenty (20) days of service performance describing the issue, together with adequate supporting documentation and data. Upon receipt of such notice, Lucy's obligation will be to re-perform the particular Professional Services affected as soon as commercially reasonable at no additional charge.

12.3. Support Services Representation and Warranty. Lucy represents, warrants, and covenants to Customer that during the Term, Lucy will perform the Support Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with both generally recognized industry standards for similar services, and the specific guidance for support found in Exhibit 2, and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Support Services failed to meet this warranty, they will follow their preferred escalation path outlined in the Support Standards below, including receipt of service credit.

12.4. DISCLAIMER OF WARRANTIES. **EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH**

ABOVE, LUCITY MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT LUCITY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, LUCITY EXPRESSLY DOES NOT WARRANT THAT A LUCITY SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE LUCITY SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN LUCITY PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY LUCITY'S WARRANTIES UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

- 13. Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to Lucity: **Lucity**
1000 Business Center Dr.
Lake Mary, FL.
Phone: 407-304-3235 **email: contracts@centralsquare.com**
Attention: Senior Counsel / Contracts Department

If to Customer: **City of Lakewood**
12650 Detroit Avenue
Lakewood, OH 44107
Phone: (216)529-6804 **email: Joe.Beno@lakewoodoh.net**
Attention: Joe Beno

14. Force Majeure.

- 14.1. No Breach or Default. Neither Party will be liable to the other for any failure or delay in fulfilling or performing any term of this Agreement (except for any payment obligation) when and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (a "**Force Majeure Event**"), including Acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, national or regional emergency, riot or other civil-unrest, labor disruption, acts and omissions of third parties, governmental and judicial action (including embargoes, export or import restrictions) not the fault of the Party failing or delaying in performance.
- 14.2. Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

15. (Reserved.) Indemnification.

- 15.1. Lucity shall indemnify, defend, save, and hold Customer harmless from any and all claims, lawsuits, or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage, or injury to persons or property or arising from a wrongful or negligent act, error, or omission of Lucity, its employees, agents contractors, or any subcontractor as a result of Lucity's or any subcontractors performance pursuant to this Agreement; however, Lucity shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Client, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit, or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents, or contractors, Lucity's

obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principal of comparative fault.

- 15.2. Except for actions for copyright, trade secret, or trademark infringement, no action or proceeding arising out of any claimed breach of this Agreement or transaction may be brought by either Party more than four (4) years after the cause of action has accrued.
- 15.3. To the extent allowed by law, Customer shall indemnify and hold Lucy harmless from any and all claims, lawsuits, or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage, or injury to persons or property or arising from a wrongful or negligent act, error, or omission of Customer's or, its employees, agents, contractors, or any subcontractors as a result of the use or misuse of the Lucy Solutions.

16. Copyright and Trade Secret Infringement.

- 16.1. Lucy will at its expense defend against any claim, action, or proceeding by a third party ("Action" herein) to the extent due to claimed infringement by the Lucy Solutions of copyright or trade secrets, provided that Customer immediately notifies Lucy in writing of such Action and cooperates fully with Lucy and its legal counsel in the defense thereof. Lucy may in its discretion (i) contest, (ii) settle, (iii) procure for Customer the right to continue using the Lucy Solutions, or (iv) modify or replace the Lucy Solution so that it no longer infringes (as long as substantially all the functionality and performance described in the Specifications remains). Customer may participate in the defense of such Action at its own expense. If Lucy concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Customer's use of the Lucy Solution is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then Lucy will return to Customer the Lucy Solutions license fee(s) paid by Customer under this Agreement less a prorated portion of said fee(s) for Customer's use of the Lucy Solutions and the licenses granted in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against Customer which does not arise, wholly or in part, from the actions or omissions of Customer, its officers, directors, employees, contractors, agents, or elected officials, or a third party, Lucy will, subject to Section 15 herein, indemnify Customer therefrom to the extent indemnification for such judgment is not provided under Customer's insurance policies (unless Customer is self-insured in which case the preceding clause shall not apply).
- 16.2. Notwithstanding the above, Lucy shall have no duty under this Section 16 with respect to, and Customer shall hold Lucy harmless from and against an claim, action, or proceeding arising from or related to infringements (i) by System Solution, Subcontractor Hardware or Software, or Equipment, (ii) arising out of modifications to the Lucy Solutions and/or Documentation not made by or under the direction of Lucy, (iii) resulting from use of the Lucy Solutions to practice any method or process which does not occur wholly within the Lucy Solutions, or (iv) resulting from modifications of the Lucy Solutions or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Customer. This Section 16 states the entire obligation of Lucy regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

16.3.

17. Termination. This Agreement may be terminated:

- 17.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.
- 17.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

18. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

- 18.1. all rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of and other activities with respect to Lucy's Confidential Information relating to the Solutions, and within thirty (30) days deliver to Lucy, or at Lucy's request destroy and erase Lucy's Confidential Information from all systems Customer directly or indirectly controls; and

- 18.2. all licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to Lucy of any kind are immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty days.
- 18.3. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, & Limitations of Liability), should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.
- 18.4. Return of Customer Data. Lucy shall within 60 days following such expiration or termination, deliver to Customer in Lucy's standard format the then most recent version of Customer Data maintained by Lucy, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.
- 18.5. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("**Deconversion**"), Lucy will provide reasonable assistance. Lucy and Customer will negotiate in good faith to establish the relative roles and responsibilities of Lucy and Customer in effecting Deconversion, as well as the appropriate date for completion. Lucy shall be entitled to receive compensation for any additional consultation, software and documentation required for Deconversion on a time and materials basis at Lucy's then standard rates.
- 19. Assignment.** Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Lucy's prior written consent, which consent Lucy may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Lucy's prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. Lucy shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Customer's prior written consent, which consent shall not be unreasonably withheld. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.
- 20. No Waiver.** A Party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that Party to later enforce any such rights or to enforce any other or any subsequent breach.
- 21. Arbitration of Disputes.** Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration after the Parties first attempt to resolve in good faith such dispute, controversy or claim by way of mediation.
- 21.1. Arbitration Procedure. The claimant shall commence the arbitration by delivering a notice of arbitration to the respondent setting out the nature of the claim(s), the relief requested, and the proposed location. Within thirty (30) days of the receipt of the notice, the respondent shall deliver its answer any counterclaim(s), relief requested, and any proposed change to location. The tribunal shall consist of three (3) arbitrators, appointed as follows: The claimant shall appoint an arbitrator in the request for arbitration and the respondent shall appoint an arbitrator in the answer. The two arbitrators so appointed shall, within thirty (30) days of delivery of the answer, appoint a third arbitrator who shall act as the chair of the tribunal. The tribunal shall decide the procedures in the arbitration after consultation with the parties. The tribunal may make its decisions by a majority. The tribunal shall have the power to grant any provisional or final remedy or relief it deems appropriate, including conservatory measures and an award of attorneys' fees. The parties agree that judgment may be entered upon the award by any court having jurisdiction.
- 22. Jurisdiction and Governing Law.** This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of Florida excluding choice of law.
- 23. Severability.** If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the

Agreement and the remaining provisions of the Agreement will remain in full force and effect.

24. LIMITATIONS OF LIABILITY.

24.1. **LIMITED LIABILITY OF LUCITY.** LUCITY'S LIABILITY IN CONNECTION WITH THE SERVICES, IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO LUCITY IN CONNECTION WITH THIS AGREEMENT FOR THE INITIAL TERM OR RENEWAL TERM WHEN THE RELEVANT ACTIONS LEADING TO SUCH LIABILITY AROSE. IN ANY EVENT, LUCITY SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM THE CRIMINAL ACTS OF THIRD PARTIES.

24.2. **EXCLUSION OF DAMAGES.** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL LUCITY, LUCITY PERSONNEL, SUBCONTRACTORS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY (I) LOSS OF DATA, BUSINESS, REVENUE, PROFIT, GOODWILL, OR REPUTATION, (II) BUSINESS INTERRUPTION, INCREASED COSTS, OR DIMINUTION IN VALUE, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE; AND WHETHER OR NOT LUCITY, LUCITY PERSONNEL, SUBCONTRACTORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

24.3. **BASIS OF THE BARGAIN.** CUSTOMER ACKNOWLEDGES THAT LUCITY HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

25. Third-Party Materials. Customer is hereby advised that Lucy provides front-line support services for third parties, but these third parties assumes all responsibility for and liability in connection with the Third-Party Materials. Lucy is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that Lucy is authorized to represent the fees for the Third-Party Materials as the same is provided for in the Agreement and to accept payment of such amounts from Customer on behalf of the third party for as long as such third party authorizes Lucy to do so. As a condition precedent to installing or accessing any Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap EULA or similar agreement provided by the Third-Party Materials provider.

26. Entire Agreement; Amendment and Modification. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order, agreement, or other ordering document issued by Customer at any time for any reason, will not modify or affect this Agreement nor have any other legal effect notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the products or services ordered. No modification of this Agreement will be effective unless it is in writing, is signed by each Party, and expressly provides that it amends this Agreement. Notwithstanding any language to the contrary herein, numbered Add-On Quotes on Lucy letterhead issued by authorized Lucy representatives and signed by Customer shall constitute an amendment to this Agreement.

27. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

28. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

29. Cooperative Purchases. This Contract may be used by other government agencies. Lucy has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between Lucy and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

30. Incorporated Exhibits to this Agreement:

Exhibit 1 – Schedule of Costs and Invoicing

Exhibit 2 - Maintenance & Support Standards

Exhibit 3 – Travel Guidelines

Exhibit 4 – Insurance Requirements

Exhibit 5 – Scope of Services

Exhibit 6 – Schedule of Software

**EXHIBIT 1****Schedule of Costs and Invoicing**

The following tables summarize costs and invoicing for the software licenses and services to be provided by Lucity to the City of Lakewood for the Project.

| Item | Total | Invoicing |
|--|---------------------|---|
| Software License Fees (reference Exhibit 6) | \$30,000.00 | One hundred percent (100%) will be invoiced upon installation of software by Lucity |
| Cloud Hosting Fees (reference Exhibit 6) | \$14,500.00 | One hundred percent (100%) will be invoiced upon installation of software by Lucity |
| Services Costs (reference Exhibit 5, Table 1) | \$70,560.00 | Invoiced monthly based on project progress (i.e. % completion of each task) |
| TOTAL – PROJECT COSTS | \$115,060.00 | |
| Software License Fees - Renewals | \$30,000.00 | Year 2 fee invoiced sixty (60) days prior to Year 1 expiration date |
| Cloud Hosting Fees – Renewals | \$14,500.00 | Year 2 fee invoiced sixty (60) days prior to Year 1 expiration date |
| TOTAL – RECURRING COSTS | \$44,500.00 | |

Access to Lucity Constant Connection Program resources and services in subsequent years (after the term of the contract) is renewable annually for the software programs by mutual agreement and is subject to an inflationary increase not to exceed five percent (5%) each year.

Prices are in U.S dollars. Taxes (if applicable) are not included.

Note: Pricing for Professional Services is a good faith estimate based on the information available to Lucity at the time of execution of this Agreement. The total amount that Customer may pay for these services can vary based on the actual number of hours required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to Lucity's then-current list price rates for the services at issue.



EXHIBIT 2

Support Standards

PART I – Cloud/ASP Support and Maintenance Provisions

1. Lucity Cloud Security Program

- 1.1. Access & Continuity. Logical access restrictions include VLAN data segregation, extensive deny-by-default access control lists, and Multi-Factor authentication required for System Administration. Business continuity is prioritized via daily encrypted backup stored offsite, virtual tape backup technology to counter loss of physical media, and full replication to disaster recovery site, with redundancy and availability through multiple carriers.
- 1.2. Security & Monitoring. SSL and IPSEC VPN with 256 bit encryption, web application firewalls, multi-layered infrastructure model with recorded internal and external CCTV, card access control, best of breed HVAC/fire suppression/physical security, and backed by 24-7 x 365 monitoring by a staffed operations facility for: Intrusion detection & prevention, DDOS mitigation, and automated network incident creation and escalation.
- 1.3. Testing, Audits & Compliance. 3rd party internal, external, perimeter vulnerability and penetration testing. Centrally managed patching, OS hardening program, and endpoint protection on all servers. Industry standard compliance includes annual completion of: SSAE18/ISAE Data Center Audit, SSAE18 Operations Audit, PCI-DSS Compliance Audit, Vulnerability Testing & CVSS Audit, and Control Self-Assessment Audit.



2. Service Level Commitments

- 2.1. Target. In each Service Period, the target for availability of the Solutions is 99.9% ("Availability Target"). "**Service Period**" means 24 hours per day Monday through Sunday each calendar month that Customer receives the Solutions, excluding Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. Lucity will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and Lucity will notify the Customer if the entire maintenance window will be required.
- 2.2. Support Terms. Beginning on the Execution Date and continuing for twelve (12) months thereafter ("**Initial Support Term**"), Lucity shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a ("**Renewal Support Term**"). This renewal will continue until termination of this Agreement.

2.3. **Measurement.** Service availability is measured as the total time that the Solutions are available during each Service Period for access by Customer ("**Service Availability**"). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at Lucy's hosted environment. Lucy has technology monitoring, measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override Lucy's measurements for purposes of calculating Service Availability. Additionally, use must be:

2.3.1.1. mutually agreed upon by Lucy and the Customer.

2.3.1.2. paid, installed and maintained by the Customer.

2.3.1.3. non-invasive and may not reside on Lucy's systems.

2.4. **Calculation.** Service Availability for a given month shall be calculated using the following calculation:

2.4.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

2.4.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.

2.4.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

2.5. **Remedy.** If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

| Service Availability in the relevant Service Period | Percentage Reduction in Monthly Fee for the Subsequent Service Period |
|---|---|
| Less than 99.9% but greater than or equal to 99.0% | 5% |
| Less than 99.0% but greater than or equal to 95.0% | 10% |
| Less than 95% | 20% |

2.6. If not directly reported by Lucy, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. Customer shall not be entitled to offset any monthly Solutions fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. Lucy will provide reporting, showing performance and service levels.

3. Server Performance & Capacity.

3.1. Lucy shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this Agreement. If the Customer requests, at some later date, to add additional Solutions, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.

3.2. "In-network" is defined as any point between which the data packet enters the Lucy environment and subsequently departs the Lucy environment. Any point of communications outside of the Lucy protected network environment shall be deemed as "out-of-network." Lucy is not responsible for Internet connectivity and/or performance out-of-network.

4. System Maintenance.

4.1. **Solutions maintenance and upgrades.** Lucy will provide all hosted systems and network maintenance as deemed appropriate and necessary by Lucy. Maintenance and upgrades will be scheduled in advance with the Customer's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM.

4.2. **Hardware maintenance and upgrades.** Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation and the Customer will be notified prior to the upgrade.

4.3. **Emergency maintenance.** Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. Lucy will attempt to notify the Customer promptly, however if no contact can be made, Lucy management may deem it necessary to move forward with the emergency maintenance.

5. **Incident Response.** Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. Lucy will make commercially reasonable efforts to respond to

Solutions incidents for live remote based production systems using the following guidelines:

| Priority Level | Impact | Description | Performance Target | Minimum Perf. Goal % |
|----------------|----------|---|--|----------------------|
| 1 | Critical | An Incident that has an adverse material impact on the performance of the Solutions or materially restricts Customer's day-to-day operations. | Within 2 hours of the issue being reported. | 95% |
| 2 | Standard | An Incident that does not result in a failure of the Solutions but a fault exists that restricts the Customer's use of the Solutions. | Within 4 hours of the issue being reported. | 95% |
| 3 | Minor | An Incident that does not affect or which has minimal adverse impact on the use of the Solutions. | Within 24 hours of the issue being reported. | 95% |

5.1. Measurement. Lucity shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

6. **Disaster Recovery**. Lucity provides disaster recovery services for Solutions. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders the Customer's data center is inaccessible or rendered non-functional, Lucity will provide the ability to connect to the appropriate data center using software provided by Lucity. This will allow the Customer to connect to their systems from a remote site to the previously identified critical functions, however functionality may be diminished due to lack of access to hardware and/or software located in the Customer's facilities.
7. **Exceptions**. Lucity shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:
- 7.1. defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the Solutions, or documented Defect.
- 7.2. denial of reasonable access to Customer's system or premises preventing Lucity from addressing the issue.
- 7.3. material changes made to the usage of the Solutions by Customer where Lucity has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solutions.
- 7.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.
8. **Incident Resolution**. Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, Lucity provides a continuous resolution effort until the issue is resolved.
9. **Service Requests**. Service requests are new requests that will take less than 8 hours to accomplish. For new requests that require additional time, Lucity will prioritize these requests, and determine if extra time is needed to order equipment or software.
10. **Non-Production Environments**. Lucity will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.
- 10.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 3 for regular System Maintenance.
- 10.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.
11. **Responsibility Summary Matrix**.

| Responsibility Summary Matrix | | |
|--|--------|----------|
| Description | Lucity | Customer |
| ASP Server Hardware management | X | |
| ASP Server File system management | X | |
| ASP Server OS upgrades and maintenance | X | |
| ASP Database product upgrades and maintenance | X | |
| ASP 3 rd Party product upgrades and maintenance | X | |
| Application Update Installation | | |
| Request to install application updates | | X |
| Installation of application updates | X | |
| ASP Backup Management | X | |

| | | |
|---|---|---|
| Data and or File restoration | | |
| Request to restore data and or files | | X |
| Restoration of data and or files | X | |
| Network | | |
| ASP Network up to and including the router at Lucy's location | X | |
| ASP Router at Customer's location | X | |
| Customer's network up to the router at Customer's location | | X |
| Customer Workstations | | X |
| System Performance | X | X |
| Add/Change users | | |
| User add/change requests | | X |
| User add/change implementation for System Access | X | |
| User add/change implementation for Solutions | | X |
| Add/Change Printers | | |
| Printer add/change requests | | X |
| Printer add/change implementation on ASP network | X | |
| Printer add/change implementation for Solutions | | X |
| Disaster Recovery | X | |
| Password Management | X | X |
| Application Management | | |
| Application Configuration | | X |
| Application Security Management | | X |
| Accuracy and Control of Data | | X |

- 12. Virtual Private Network (VPN) Concentrator.** If Customer's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by Lucy. It will reside at Customer's location but is, and shall remain the property of Lucy.
- 13. Customer Cooperation.** Customer may be asked to perform problem determination activities as suggested by Lucy. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including, for example, modification of processes. Customer agrees to cooperate with such requests, if reasonable.
- 14. Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Solutions.
- 15. Development Work.** The Support Standards do not include development work either (i) on software not licensed from Lucy or (ii) development work for enhancements or features that are outside the documented functionality of the Solutions, except such work as may be specifically purchased and outlined in Exhibit 1. Lucy retains all Intellectual Property Rights in development work performed and Customer may request consulting and development work from Lucy as a separate billable service.
- 16. Telephone Support & Support Portal**
- 16.1. Hours. Lucy shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. toll-free phone number (800-492-2468) email (support@lucity.com) and live chat located on the Lucy Website, Customer's Local Time within the continental United States, excluding holidays ("5x9"). Lucy shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to Lucy reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist Lucy in its efforts to diagnose, reproduce and correct the error. This support shall be provided by Lucy at Customer location(s) if and when Lucy and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Solutions or an act or omission of Lucy, then Customer shall pay for Lucy's investigation and related services at Lucy's standard professional services rates. Customer must provide Lucy with such facilities, equipment and support as are reasonably necessary for Lucy to perform its obligations under this Agreement, including remote access to the Specified Configuration
- 16.2. Releases. Customer shall promptly install and/or use any Release provided by Lucy to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solutions shall be furnished by means of new Releases of the Solutions and shall be accompanied by updates to the Documentation whenever Lucy determines, in its sole discretion, that such updates are necessary.

PART I - Premises Based Solutions

I. Support Hours: Hours During Which Lucy's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance: Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). The Lucy Support Center can be reached 24/7, and is supported by ZenDesk, a web-based customer service software and support ticket system.

II. Targeted Response Times.

"Notification" means a communication to Lucy's help desk by means of: (i) Lucy's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Lucy's then-current policies and procedures for submitting such communications.

III. Support Terms.

Beginning on the Execution Date and continuing for twelve (12) months thereafter ("**Initial Support Term**"), Lucy shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a ("**Renewal Support Term**"). This renewal will continue until termination of this Agreement.

Details about support levels of service can be found here:

<https://lucity.zendesk.com/hc/en-us/articles/205096764>

Details about version support policy can be found here:

<https://lucity.zendesk.com/hc/en-us/articles/202489370-Version-Support-Details>



EXHIBIT 3

Travel Expense Guidelines

Lucity will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the Lucity Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – Lucity will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, Lucity shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING – Lucity will use the most reasonable accommodations possible, dependent on the city. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more Lucity employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. Lucity shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the Lucity auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – Lucity staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.



EXHIBIT 4

Minimum Insurance Requirements

The insurance requirements below are Lucity's provided minimum insurance requirements.

- **Workers' Compensation**, statutory limits, and Employer's Liability with limits no less than \$1,000,000.
- **Commercial General Liability insurance**, covering bodily injury and property damage liability, products & completed operations, with minimum limits \$1,000,000 each occurrence for bodily injury and property damage, \$2,000,000 general aggregate.
- **Business Auto Liability insurance**, covering any vehicle used by vendor in performance of work for Lucity or around Lucity's premises. Limits no less than \$1,000,000 each accident.
- **Cyber Liability Insurance**, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.



EXHIBIT 5

Scope of Services

IMPLEMENTATION SERVICES

Based on discussions with the City, we have outlined an implementation plan to configure and deploy the Lucity solution for the Utilities Groups at the City of Lakewood.

PROJECT MANAGEMENT

INITIATION

A meeting will take place as soon as possible after issuance of the Notice to Proceed to introduce key Project Team members and initiate project activities. An outline of the expected agenda for the Initiation Meeting follows.

- Project Team
 - Review roles, responsibilities, and personnel assignments
 - Identify primary contacts and exchange contact information
- Software
 - Verify licensing details (products and users)
- Project Plan
 - Set dates for IT Audit, Installation, and Kickoff tasks – our recommendation is for the IT Audit to be completed as soon as possible, and Installation to be completed prior to Kickoff
- Action Items
 - Deliver “Welcome to the Lucity Family” information packet

Participants in the Initiation Meeting should include the following Project Team members:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Lucity <ul style="list-style-type: none"> – Project Manager – Relationship Manager | <ul style="list-style-type: none"> • City <ul style="list-style-type: none"> – Project Manager – System Administrator – Project Sponsor |
|---|--|

IT AUDIT

A meeting will take place as soon as possible after Initiation for us to provide guidance to the City’s IT SME (Subject Matter Expert) pertaining to LucityAM enterprise architecture and security designs. An outline of the expected agenda for the IT Audit Meeting follows.

- Software
 - Review “Hardware and Software Recommendations”, “System Design and Tuning”, and “IT Questionnaire” documents – Questionnaire to be completed by the City



- Our assumption is the City will provide needed hardware and supporting software, and confirm basic operation of hardware prior to installation of LucityAM
- System Design and Tuning document is intended to provide understanding of LucityAM as it pertains to the City's enterprise infrastructure and security policies, and the expected maximum number of concurrent users
- IT Questionnaire serves to gather information regarding the City's resources, preparedness, and capabilities for installing and managing LucityAM
- Discuss the Installation task and related activities, and identify needed actions prior to LucityAM installation
- Access
 - Discuss providing Implementation Lead remote access (VPN) into installed LucityAM to facilitate completion of implementation tasks
- Project Plan
 - Confirm dates for Installation and Kickoff tasks
- Action Items
 - Complete IT Questionnaire
 - Provide LucityAM install design and system architecture diagram, and executed VPN access forms (if required)

Participants in the IT Audit Meeting should include the following Project Team members:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Lucity <ul style="list-style-type: none"> – IT Specialist | <ul style="list-style-type: none"> • City <ul style="list-style-type: none"> – Project Manager – System Administrator – SME – IT |
|---|---|

INSTALLATION

Planning

It may be determined from review of the completed IT Questionnaire and discussions with the City's IT SME that the City needs system planning assistance to identify and document network requirements for hardware, security, power, climate control, redundancy, and throughput. We can provide this assistance through negotiated additional services, or the City can utilize a third-party.

Our system planning assistance efforts would include the following:

- Needs Assessment
 - Remote IT assessment
 - "As-Is" network design
 - "To-Be" network design
- Recommendations and Teaming Support
 - Given "To-Be" network design, working with appropriate software vendor(s) to help field "To-Be" network architecture



- Working with the City, a third-party service provider, and software vendor(s) to ensure “To-Be” network design can be configured per applicable specifications
- Documentation
 - Deliver documentation for software, network, and security assurance and to retain system design configuration

For this proposal, we assume the City will not require system planning assistance.

Install

The Implementation Specialist will assist the System Administrator with downloading the LucityAM Installation Components (current version with latest service pack) from the Lucity Support Center web site, and following instructions provided in the Install Manual.

Our assumption is the System Administrator will complete related Installation activities, including:

- Establishing multiple environments for testing/training, production, and backup/recovery
- Using User Import tool in Lucity Security to import users into LucityAM, and associate users to Windows Login accounts
- Using Lucity Security to set controls for user access and assign group/role permissions for various LucityAM functions
- Performing system-level testing (to ensure satisfactory performance) and performance tuning actions (if necessary)

PROGRESS

An outline of the project management activities expected throughout the project follows.

- Meetings & Workshops
 - Convene bi-weekly Project Progress meetings to review Project Plan completion status
 - Provide agendas, “Follow-up Memorandum”, and “Trip Report” documents
- Project Plan
 - Provide updates as needed based on approved revisions to scope and/or schedule
- Invoicing
 - Prepare billing summaries, and submit invoices to the City for approval and payment processing

Participants in the project management activities should include the following Project Team members:

- | | |
|--|---|
| <ul style="list-style-type: none"> • Lucity <ul style="list-style-type: none"> – Project Manager – Project Administrator | <ul style="list-style-type: none"> • City <ul style="list-style-type: none"> – Project Manager |
|--|---|



CONFIGURATION

KICK-OFF & BUSINESS PROCESS REVIEW

An on-site trip will be made to transfer knowledge between Project Team members, gather information, and set the stage for subsequent Implementation tasks. This trip will also include an initial Business Process Review workshop – this workshop will consist of a series of on-site and remote sessions that focus on refining the default LucityAM configuration to support the specific operational needs of the distinct Functional Groups. An outline of the expected Discovery Workshop activities follows.

- LucityAM Software Demonstration
 - Present functional overview – typical user workflows for inspections, work orders, etc. and “out of the box” capabilities including reporting (standard templates and ad hoc) and data interfaces
 - Review default “Work Flow Setup” data, UI templates (dashboards and data forms/views), and default user groups/roles
- Functional Groups
 - It’s assumed that the software will be deployed for three (3) functional groups: Sanitary, Storm and Combined Sewer, Water Distribution, and Wastewater Treatment Plant
 - Confirm with each Group Administrator those persons assigned to serve as Group SMEs for Configuration task
 - Examine current basic business processes of each Group with associated data, reporting, and integration requirements
 - Review with each Group their Work Flow Setup spreadsheet with default data – spreadsheet to be completed by the City
 - Examine details (what, who, how, and why) of business processes of each Group, and identify potential revisions to improve results and best leverage capabilities of LucityAM
 - Review with each Group their completed Work Flow Setup spreadsheet, and identify any additional data revisions for initial LucityAM configuration
 - Identify revisions to dashboards, data forms/views, and default user groups/roles for each Group
 - Discuss available data to be incorporated (i.e. “loaded) into LucityAM – data to be gathered by the City
 - Identify any supplemental reporting and/or integration needs to be addressed with LucityAM implementation
- Access
 - Verify Implementation Lead has remote access into installed LucityAM
- Project Plan
 - Confirm Project Team and Functional Groups
 - Discuss what is expected of Project Team members throughout project
 - Review schedule, and discuss how LucityAM will “go-live”
 - Identify any needed revisions to Project Plan based on knowledge gained from Kickoff Trip activities
 - Identify any needed revisions to Project Plan based on knowledge gained from Discovery activities
 - Set date for Configuration – Functional Group Meetings task
- Action Items



- Complete Work Flow Setup spreadsheets – these spreadsheets are used to record data required to define Categories, Problems, Causes, Tasks, and Resources (Employees, Crews, Equipment, Materials, Fluids, Contractors) for Functional Groups with LucityAM Work – Work Administrator
- Apply initial configuration to installed LucityAM based on revised Work Flow Setup data and revised user dashboards, data forms/views, maps, and groups/roles
- Deliver data to Implementation Lead for evaluation
- Evaluate options for supplemental reporting and/or integration, and identify next steps

Participants in the Configuration – Discovery Workshop activities should include:

- | | |
|--|--|
| <ul style="list-style-type: none"> • Lucity <ul style="list-style-type: none"> – Project Manager – Implementation Lead | <ul style="list-style-type: none"> • City <ul style="list-style-type: none"> – Project Manager – System Administrator – Functional Group Administrators |
|--|--|

FUNCTIONAL GROUP CONFIGURATION

Finalizing the LucityAM configuration will be an iterative process. The Implementation Lead will first make an on-site trip to meet with each Functional Group to review the initial configuration, and identify needed refinements. With subsequent refinements, additional meetings will be convened to review the latest LucityAM configuration – which will include loaded data, custom reporting, and custom integration (if required) as these become available. The process will continue until the LucityAM operational needs of the Groups are met.

Participants in the Configuration – Functional Group Meetings task should include:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Lucity <ul style="list-style-type: none"> – Implementation Lead | <ul style="list-style-type: none"> • City <ul style="list-style-type: none"> – System Administrator – Functional Group Administrators – SMEs – Groups |
|---|--|

CUSTOM REPORTS

Although we expect the LucityAM reporting capabilities (standard templates and ad hoc) will meet most of the City's needs, some supplemental custom reports will likely be desired/required. The number and nature of such custom reports will be defined from the Configuration activities. Custom reports can be designed, developed, and incorporated into LucityAM by the City or a third-party. Alternatively, we can deliver custom report templates (using Crystal Reports) *through negotiated additional services*.

DATA LOADING



We understand the City has current and historical data that is of value to the operations of the City currently in an unknown number of data sources. LucityAM includes an out of the box tool for importing data directly to the LucityAM database. This tool can be used to consume data from third-party databases and files. We anticipate importing existing asset data using this tool. In addition, Lucity can review any additional data needs and discuss the best process for scrubbing and converting this data, and perform these data loading tasks *through negotiated additional services*.

INTEGRATION

We understand the City has not identified the need to integrate with any 3rd-party data collection software systems. LucityAM includes an out of the box tool for importing data directly to the LucityAM database. Templates can be developed to bring in 3rd-party data from a specific source or location into Lucity. We will work with the City and provided data to develop this integration for continued use *through negotiated additional services*.

TRAINING

We will provide a Training Plan detailing session descriptions and durations, methods and materials for each Functional Group, and the overall schedule. An outline of the expected on-site Training activities follows.

ADMINISTRATION

Installation and Maintenance

- Complete procedures as outlined in Install Manual for initial LucityAM installation and future software upgrades
- Review available software documentation
- Review technical support and software maintenance services and resources provided through Lucity Constant Connection Program
- Discuss current backup and recovery practices for the City's data, and reviewing suggested practices specific to LucityAM

Security

- Complete procedures as outlined in Lucity Security for adding new users, and defining user group and individual permissions for LucityAM access and use

Configuration

- Use tools, parameters and settings available with LucityAM products to refine AM/CMMS configuration

Documents

- Complete procedures for establishing links between LucityAM records and externally managed electronic documents
- Add custom content to on-line Help via hyperlinks to externally managed information

Reporting



- Add custom reports

Data Import/Export

- Import data using Import & Update tool, and export data using LucityAM reporting capabilities

The goal of the Training – Administration task is for the System Administrator to be reasonably self-sufficient in refining, expanding and sustaining the implemented LucityAM.

PRODUCTION

Following is a limited list of items that will be addressed during Production Training sessions.

General

- *Dashboard:* Using assigned “Home” pages with personalized real-time LucityAM content
- *Filter:* Creating queries to produce specific record sets
- *Locate:* Quickly finding a specific record within the current “Filter”
- *Document Control:* Linking electronic documents (images, videos, as-built drawings, O&M manuals, Web site links, etc.) to records
- *Subset Manager:* Loading filtered data from one application into other applications
- *Browse:* Creating and exporting ad-hoc reports
- *Reports:* Using assigned report templates
- *Help:* Using the on-line, context-sensitive Help

Work Management

- Receiving/creating, routing and completing service requests, and work orders in response to service requests
- Establishing work order templates for recurring activities and PM schedules
- Creating, assigning, routing and completing work orders from templates and PM schedules
- Performing in-house and external billing of work order costs
- Viewing linked electronic documents
- Producing operational, management and regulatory reports

Asset Management

- Collecting and maintaining asset attributes
- Establishing appropriate relationships between assets
- Assessing the condition, and tracking the operating status, of assets
- Interpreting asset lifecycle costs
- Viewing linked electronic documents
- Validating and transferring data from external systems
- Producing operational, management and regulatory reports

The goal of the Training – Production task is for users being enabled with the knowledge, skills and confidence to follow proper business processes and successfully complete their specific operational workflows with LucityAM.



Participants in the Production Training should include:

- Lucity
 - Implementation Lead
- City
 - Functional Group Administrators
 - Group Users

Production Training sessions are typically 4 hours in duration, and should be limited to a maximum of ten (10) users. Remote time for Production Training may include web conferencing sessions for specialized topics, and recorded webinars for broader topics of interest to a large number of users.

COSTS

The services costs are estimated based on the framework outlined in the “Implementation Work Plan”. Services are estimated for an implementation that includes the Utilities Department functional groups: Sanitary, Storm and Combined Sewer, Water Distribution, and Wastewater Treatment Plant as a multi-phase approach within Table 1 below. Additional Software and Implementation Servers for Phase 2 (Streets, Forestry, Parks & Solid Waste) can be added on *through additional negotiated services*.

Table 1

| WATER, SEWER & STORM ASSET MANAGEMENT SOFTWARE IMPLEMENTATION | | | | | | | |
|--|----------|------------|------------|------------|---------------------|--------------------|---------------------|
| Work Plan Task | Effort | | | | Cost | | |
| | On-site | | Remote | Total | Labor | Expenses | Total |
| | Trips | Hours | Hours | Hours | | | |
| 1 PROJECT MANAGEMENT | 0 | 0 | 82 | 82 | \$ 12,300.00 | \$ - | \$ 12,300.00 |
| 1.A INITIATION | 0 | 0 | 2 | 2 | \$ 300.00 | \$ - | \$ 300.00 |
| 1.B PROGRESS | 0 | 0 | 80 | 80 | \$ 12,000.00 | \$ - | \$ 12,000.00 |
| 2 INSTALLATION & KICKOFF | 1 | 24 | 20 | 44 | \$ 8,760.00 | \$ 2,150.00 | \$ 10,910.00 |
| 2.A INSTALLATION/CLOUD SETUP | 0 | 0 | 12 | 12 | \$ 2,160.00 | \$ - | \$ 2,160.00 |
| 2.B KICKOFF MEETING/DISCOVERY | 1 | 24 | 8 | 32 | \$ 6,600.00 | \$ 2,150.00 | \$ 8,750.00 |
| 3 SYSTEM CONFIGURATION | 2 | 32 | 100 | 132 | \$ 22,200.00 | \$ 2,500.00 | \$ 24,700.00 |
| 3.B FUNCTIONAL GROUPS | 2 | 32 | 60 | 92 | \$ 16,200.00 | \$ 2,500.00 | \$ 18,700.00 |
| 3.C GIS CONFIGURATION | 0 | 0 | 40 | 40 | \$ 6,000.00 | \$ - | \$ 6,000.00 |
| 4 DATA MIGRATION | 0 | 0 | 0 | 0 | \$ - | \$ - | \$ - |
| 4.A TBD | 0 | 0 | 0 | 0 | \$ - | \$ - | \$ - |
| 5 INTEGRATION | 0 | 0 | 0 | 0 | \$ - | \$ - | \$ - |
| 5.A TBD | 0 | 0 | 0 | 0 | \$ - | \$ - | \$ - |
| 6 TESTING | 0 | 0 | 30 | 30 | \$ 4,500.00 | \$ - | \$ 4,500.00 |
| 7 TRAINING | 3 | 48 | 24 | 72 | \$ 14,400.00 | \$ 3,750.00 | \$ 18,150.00 |
| 7.A ADMINISTRATION | 1 | 16 | 8 | 24 | \$ 4,800.00 | \$ 1,250.00 | \$ 6,050.00 |
| 7.B PRODUCTION | 2 | 32 | 16 | 48 | \$ 9,600.00 | \$ 2,500.00 | \$ 12,100.00 |
| TOTALS | 6 | 104 | 256 | 360 | \$ 62,160.00 | \$ 8,400.00 | \$ 70,560.00 |



EXHIBIT 6
Schedule of Software

| Products | Named Users | Annual User Fee | Total Annual Cost |
|------------------------|-------------|-----------------|-------------------|
| Work | Site | \$30,000.00 | \$30,000.00 |
| Assets | | | |
| Mobile | | | |
| GIS Desktop | | | |
| GIS Web | | | |
| API | | | |
| Citizen Portal | | | |
| Annual Software Cost | | | \$30,000.00 |
| Hosting Fee (50 users) | NA | | \$14,500.00 |
| TOTAL ANNUAL COST | | | \$44,500.00 |